

# General Terms of Delivery

## 1. Quotations

Our quotations are without commitment. Drawings, sketches, circuit diagrams are supplied for customer's personal use only and must not be made accessible to other persons or copied without our written permission. They are to be returned upon request.

## 2. Orders

By placing an order, the customer accepts our terms of delivery. Differing or other arrangements are only valid with our acknowledgement in writing.

## 3. Prices and payments

The prices are net in Swiss Francs, ex works, without any further discount, payable 30 days unless otherwise agreed in writing. In case of delayed payment, the customer defaults. It is not allowed to charge a counter-claim to us in any form, neither out of liability nor as a claim for damage. We reserve the right to alter our prices and discount rates if changing circumstances warrant such an action. Should there be an increase in prices following such changing circumstances, the customer has the right to withdraw the order. Excepted from such ruling are amounts exceeding CHF 10'000.--, in which case the following rule is applicable:

- 1/3 at placing of the order
- 1/3 the moment the shipment is ready
- 1/3 30 days after delivery.

## 4. Shipment, postage, packing

We reserve the choice of shipping method. The customer will be charged for shipping costs including adequate packing for mail and railway transport as well as express fees at the nominal amount.

## 5. Profit and risk

Transfers of profit and risk are defined by article 185 of the Swiss Law (Code of Obligations).

## 6. Delivery time

Delivery time is performed within such time as may be required. The expected delivery time is therefore without commitment. No claims for damages will be accepted for late deliveries or failure of shipment.

## 7. Force majeure

Considering extraordinary circumstances beyond our control such as total or partial shut-downs of our suppliers, mobilisation, outbreak of war, strike, fire or other disturbances, including import restrictions or considerable increase of customs duties.

## 8. Warranty and liability

Our warranty begins with the day of delivery or end of the assembly and includes all defects occurring during the warranty period, requiring proof of cause by inadequate quality of material or faulty workmanship. However, our liability is limited. According to our choice it includes the replacement of the defective parts or repayment of the amount invoiced for the parts not being replaced. Any further liability, especially for coverage of costs of disassembly or reassembly as well as for any other damages caused directly or indirectly by the parts in question or the use thereof, cannot be accepted. Alterations or repairs as well as failure to observe operating instructions will void our liability, so far there is no written consent on our part.

## 9. Claims

Claims must be made within 8 days after receiving of shipments, thereafter the delivery is considered as accepted. Deliveries with signs of transport damages must be accepted with reservation and reported to the transport firm concerned for factual statement within the legal time period.

## 10. Assembly

If an object has to be assembled by us, the customer has to see to it that all preliminary work is undertaken at his costs so that the assembly can be started and effected without hindrance. All work of masons, carpenters, painters, locksmiths, plumbers and electricians are at his cost, as well as the furnishing of eventual scaffolds and the assignment of labourers. The legal liability for accidents at all deliveries and assemblies to be made by us, including tests, is the customers, for both his own personnel and third parties whose presence has been authorised by the customer. The customer is exclusively liable for damaged material, if he cannot prove grave faults on the part of our personnel.

It is also the customers duty to get administrative authorisations or other necessary approvals for the execution of our installation.

## 11. Illustrations, weights, tables

We reserve the right to deviate from illustrations, weights and tables or other such statements if necessary for the proper execution of the order.

## 12. Possessions of property

We reserve to ourselves the rights of possession for all goods sold until complete payment is received.

13. Place of fulfilment and jurisdiction for all our dealings is Uster.

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